

CN

I

AMERICAN INSTITUTE
OF
ARCHITECTURE

AUG 10 1961

LIBRARY



KANSAS CITY
CHAPTER

CHAPTER OFFICE
306 DAVIDSON BLDG.
KANSAS CITY 8, MO.
TEL. VICTOR 2-9737

EXECUTIVE SECRETARY
MR. GERRE JONES

OFFICERS

PRESIDENT	John M. Hewitt Hewitt & Royer 607 Westport Road Kansas City, Missouri
VICE-PRESIDENT	Frank Grimaldi Shaughnessy, Bower & Grimaldi 3543 Broadway Kansas City, Missouri
SECRETARY	William M. Conrad 4149 Pennsylvania Kansas City, Missouri
TREASURER	Gene E. Lefebvre Monroe & Lefebvre 818 Grand Aven. Kansas City, Missouri

DIRECTORS

1961 - 1963	Louis H. Geis Geis-Hunter-Ramos 704 Davidson Building Kansas City, Missouri
1960 - 1962	Conrad J. Curtis Curtis & Cowling 4324 Main Street Kansas City, Missouri
1959 - 1961	Maxwell T. Sandford Dan R. Sandford & Sons 800 Westport Road Kansas City, Missouri

SKY LINES

THE MONTHLY PUBLICATION OF THE KANSAS
CITY CHAPTER OF THE AMERICAN INSTITUTE
OF ARCHITECTS

306 DAVIDSON BUILDING

KANSAS CITY 8, MO.

Vol. 11

No. 7

JULY, 1961

CONTENTS

PAGE

Survey of Building Codes	3
Mission of the Profession of Architecture.	11
Fun With Color.	13
R.I.B.A. Signboard	16
The Specification Notebook.	18
Addenda	24
Picture Page	28
The Value of Public Relations.	32

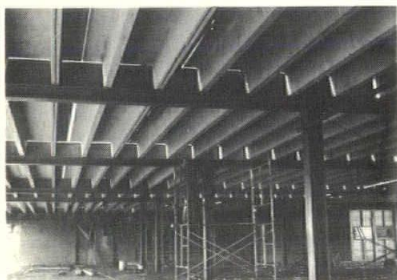
COPYRIGHT KANSAS CITY CHAPTER, A.I.A. 1961

PUBLICATION COMMITTEE

Chris Ramos, Chairman
Ethel Sklar
Roger Blessing
Hal Hawkins
John See

SKY LINES IS AVAILABLE AT A
SUBSCRIPTION COST OF \$3.00
PER YEAR OR 50¢ PER ISSUE.
SPECIAL ROSTER ISSUE \$1.50.

Precasting eliminates the jobsite problems and delays of forming, reinforcement and concrete placement, curing and stripping.



Architect: Monroe & Lefebvre
Contractor: Jesse C. Hastings
Engineer: Alfred Masterson

Precast, Prestressed Haydite Concrete

Adding a reinforced concrete floor to a downtown building ordinarily means much confusion and delay. In the case of the City National Bank the problem was greatly simplified and the work shortened by approximately three weeks through the use of precast, prestressed, Haydite concrete double tee roof slabs. 10,000 square feet of roof area for the seventh floor addition was placed in only three working days. Due to the short time required, the work was done on two Sundays and a holiday thereby eliminating the usual prolonged inconvenience of working in a heavily congested area.

This is an outstanding example of some of the advantages and economies of using precast, prestressed Haydite concrete structural members.

If you would like to know more about Precast Prestressed Haydite Concrete please phone or write.



Double Tee Beams



Inverted Tee Beams



Channel Slabs



I Beams



Bridge Beams



Piling

CONSTRUCTION THE MATERIALS
CARTER-WATERS
KANSAS CITY CORP. 8 MISSOURI
2440 Pennway GRand 1-2570

SURVEY OF THE LAW OF BUILDING CODES

The following is another section from "Survey of the Law of Building Codes", a joint publication of The American Institute of Architects and the National Association of Home Builders. The material is reprinted here by special permission from the AIA and the NAHB, copyright owners. Complete copies are available from the Octagon at \$2.00 each, or less for bulk orders.

The author of the survey is Mr. Charles S. Rhyne, past-President of the American Bar Association and a lecturer on municipal law at George Washington University Law School, Washington, D.C.

Rights, Duties and Liabilities of Persons Affected by Building Code Regulations

The purpose of the building code is to prescribe minimum requirements to safeguard and protect from injury guests and occupants of buildings. The adoption of such a code is induced by public consideration of safety, *i.e.*, the prevention of defective construction or unsafe conditions. This chapter is concerned with the rights, duties and liabilities of owners, lessees, architects and construction contractors in connection with building code regulations.

a. Building Owners and Lessees

With respect to the liability of building owners and lessees for non-compliance with building code regulations, the general rule appears to be that ordinarily the duty to comply with city codes rests on the one in possession and in control, or the one who undertakes the planning and

¹²⁰ *Ibid.*

¹²¹ *Lerch v. Duluth*, 88 Minn. 295, 92 N.W. 1116 (1903).

¹²² *Clined v. Winston-Salem*, 173 N.C. 356, 91 S.E. 1039 (1917).

¹²³ *Ibid.*

construction.¹²⁴ An owner of a building cannot evade his duty to comply with the requirements of a city building code by leasing the building.¹²⁵ A building owner or its managing agent can insist that the lessee install fire-prevention devices required by the city's ordinance but the ultimate responsibility for compliance with the ordinance is upon the owner and his agents.¹²⁶

Where a building required to be equipped with fire escapes is in the possession of a lessee, the decisions are in conflict as to whether the duty to provide fire escapes rests on the owner of the building or on the lessee. The question must be determined by the language of the statute creating the duty. In some jurisdictions it has been held, under applicable statutes or ordinances, that the duty to provide and maintain fire escapes and the liability for failure to do so rests on the owner of the building notwithstanding the building is in the possession of a lessee.¹²⁷ Thus, under statutes or ordinances providing that certain buildings shall be equipped with fire escapes, but not expressly making it the duty of the owner of the building to provide them, it has been held that such duty, and the liability for failure to perform it, rests on the owner of the building although the building or a portion thereof is in the possession of a tenant.¹²⁸

The general rule that every person must so use his own property as not to injure others is applicable to the erection and maintenance of buildings upon one's premises.¹²⁹ The building erected must not be dangerous by reason of the material used in, or the manner of, its construction.¹³⁰ An owner is not an insurer against accident or injury arising from the condition of a building upon his premises and is not liable for injuries occasioned by latent defects which are either concealed in defective workmanship or are incidental to the ordinary wear and tear of houses and of which he had no notice.¹³¹ Yet an owner, insofar as he can by ordinary care, is bound so to construct and maintain his building that it will not by any insufficiency injure any person rightfully in or around the building.¹³²

Where a building falls without apparent cause, in the absence of explanatory circumstances the doctrine of *res ipsa loquitur* is applicable. In other words, there is a presumption that the owner has been negligent.¹³³ However, the view is taken that the doctrine is not applicable against one not in control of the premises at the time of the injury.¹³⁴

¹²⁴ *Roth v. Great Atlantic & Pacific Tea Co., Inc.*, 12 F.R.D. 383 (1952).

¹²⁵ *Judd v. Landin et al.*, 211 Minn. 465, 1 N.W.2d 861 (1942).

¹²⁶ *City of Chicago v. L. J. Sheridan Appl. Co., Inc.*, 18 Ill. App. 57, 151 N.E.2d 451 (1958).

¹²⁷ *West v. Inman*, 137 Ga. 822, 74 S.E. 527 (1912); *Landgraft v. Kuh*, 188 Ill. 484, 59 N.E. 501 (1902); *Geotz v. Duffy*, 215 N.Y. 53, 109 N.E. 113 (1915); *Kohn v. Clark*, 236 Pa. 18, 84 A. 692 (1912).

¹²⁸ *Landgraft v. Kuh*, *supra* note 127; *Carrigan v. Stillwell*, 97 Me. 247, 54 A. 389 (1903).

¹²⁹ *Smeuthurst v. Proprietors 2nd Cong. Church*, 148 Mass. 261, 19 N.E. 387 (1889); *Waterhouse Joseph Schlitz Brewing Co.*, 12 S.D. 397, 81 N.W. 725 (1900).

¹³⁰ See annotation 59 Am. Dec. 733 (1884).

¹³¹ *Ryder v. Kinsey*, 62 Minn. 85, 64 N.W. 94 (1895); *Baddeley v. Shea*, 114 Cal. 1, 45 Pac. 990 (1896).

¹³² *Lincoln v. Appalachian Corp.*, 143 La. 23, 83 So. 364 (1919).

¹³³ *Cork v. Blossom*, 162 Mass. 330, 38 N.E. 495 (1894).

¹³⁴ *Presto-O-Lite Co. v. Skeel*, 182 Ind. 593, 106 N.E. 365 (1914).

1961-1962 LIST OF ACCREDITED SCHOOLS OF ARCHITECTURE AND OF THE DEGREE CONFERRED ON COMPLETION OF THEIR PROFESSIONAL CURRICULA IN ARCHITECTURE.

ISSUED BY THE

NATIONAL ARCHITECTURAL ACCREDITING BOARD

ESTABLISHED 1940 BY JOINT ACTION OF THE AMERICAN INSTITUTE OF ARCHITECTS, THE ASSOCIATION OF COLLEGIATE
SCHOOLS OF ARCHITECTURE, AND THE NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS.

Members: Elliott L. Whitaker, President; Robert H. Dietz, Albert S. Goleman, Samuel Hamsay, Fred L. Markham, Frederick H. Hobbs, Jr.

- | | |
|--|--|
| ARIZONA STATE UNIVERSITY (Provisional)
Tempe, Arizona - B. Arch. | NEBRASKA, UNIVERSITY OF
Lincoln, Neb. - B. Arch. |
| ARKANSAS, UNIVERSITY OF
Fayetteville, Ark. - B. Arch. | NORTH CAROLINA STATE COLLEGE
Raleigh, N. C. - B. Arch. |
| AUBURN UNIVERSITY
Auburn, Ala. - B. Arch. | NOTRE DAME, UNIVERSITY OF
Notre Dame, Ind. - B. Arch. |
| CALIFORNIA, UNIVERSITY OF
Berkeley, Cal. - B. Arch. | OHIO STATE UNIVERSITY
Columbus, Ohio - B. Arch. |
| CARNEGIE INSTITUTE OF TECHNOLOGY
Pittsburgh, Pa. - B. Arch. | OKLAHOMA STATE UNIVERSITY
Stillwater, Okla. - B. Arch. |
| CATHOLIC UNIVERSITY
Washington, D. C. - B. Arch. | OKLAHOMA, UNIVERSITY OF
Norman, Okla. - B. Arch. |
| CINCINNATI, UNIVERSITY OF
Cincinnati, Ohio - B. S. in Arch. | OREGON, UNIVERSITY OF
Eugene, Oregon - B. Arch. |
| CLEMSON A. & M. COLLEGE
Clemson, S. Carolina - B. Arch. | PENNSYLVANIA STATE UNIVERSITY
University Park, Pa. - B. Arch. |
| COLUMBIA UNIVERSITY
New York, N. Y. - B. Arch. | PENNSYLVANIA, UNIVERSITY OF
Philadelphia, Pa. - B. Arch. |
| CORNELL UNIVERSITY
Ithaca, N. Y. - B. Arch. | PRATT INSTITUTE
Brooklyn, N. Y. - B. Arch. |
| FLORIDA, UNIVERSITY OF
Gainesville, Florida - B. Arch. | PRINCETON UNIVERSITY
Princeton, N. J. - M.F.A. in Arch. |
| GEORGIA INSTITUTE OF TECHNOLOGY
Atlanta, Ga. - B. Arch. | RENSSELAER POLYTECHNIC INSTITUTE
Troy, N. Y. - B. Arch. |
| HARVARD UNIVERSITY
Cambridge, Mass. - B. Arch. | RHODE ISLAND SCHOOL OF DESIGN
Providence, R. I. - B. S. in Arch. |
| HOUSTON, UNIVERSITY OF
Houston, Texas - B. Arch. | SOUTHERN CALIFORNIA, UNIVERSITY OF
Los Angeles, Cal. - B. Arch. |
| HOWARD UNIVERSITY
Washington, D. C. - B. Arch. | SYRACUSE UNIVERSITY
Syracuse, N. Y. - B. Arch. |
| ILLINOIS INSTITUTE OF TECHNOLOGY
Chicago, Ill. - B. Arch. | TEXAS A. & M. COLLEGE
College Station, Texas - B. Arch. |
| ILLINOIS, UNIVERSITY OF
Urbana, Ill. - B. Arch. | TEXAS TECHNOLOGICAL COLLEGE
Lubbock, Texas - B. Arch. |
| IOWA STATE UNIVERSITY
Ames, Iowa - B. Arch. | TEXAS, UNIVERSITY OF
Austin, Texas - B. Arch. |
| KANSAS STATE UNIVERSITY
Manhattan, Kansas - B. Arch. | TULANE UNIVERSITY
New Orleans, La. - B. Arch. |
| KANSAS, UNIVERSITY OF
Lawrence, Kansas - B. S. in Arch. | UTAH, UNIVERSITY OF
Salt Lake City, Utah - B. Arch. |
| MASSACHUSETTS INSTITUTE OF TECHNOLOGY
Cambridge, Mass. - B. Arch. | VIRGINIA POLYTECHNIC INSTITUTE
Blacksburg, Va. - B. Arch. |
| MIAMI UNIVERSITY
Oxford, Ohio - B. Arch. | VIRGINIA, UNIVERSITY OF
Charlottesville, Va. - B. Arch. |
| MICHIGAN, UNIVERSITY OF
Ann Arbor, Mich. - B. Arch. | WASHINGTON UNIVERSITY
St. Louis, Mo. - B. Arch. |
| MINNESOTA, UNIVERSITY OF
Minneapolis, Minn. - B. Arch. | WASHINGTON, UNIVERSITY OF
Seattle, Wash. - B. Arch. |
| MONTANA STATE COLLEGE
Bozeman, Mont. - B. Arch. | WESTERN RESERVE UNIVERSITY (Provisional)
Cleveland, Ohio - B. Arch. |
| | YALE UNIVERSITY
New Haven, Conn. - B. Arch. |

TOTAL - 51

This list is revised annually and is valid only until the next list is issued.

Schools are visited at five year intervals. Accreditation is given for five years, subject to Board approval of an Annual Interim Report by each school.

"Provisional" indicates that the school accreditation is for less than the normal five year period.

Architectural Accrediting Board
Robert H. Dietz, Secretary
1000 North Street, N. W.
Washington, D. C.

May 1, 1961

Great Western

Colorizer

PAINTS

1,322 COLORS

KANSAS CITY

CHICAGO



FT. SMITH

b. Architects

With respect to the responsibility and liability of architects, there are statutes in effect in many states regulating the practice of architects through the requirement that they secure a license before engaging in their profession. The requirement stems from the police power of the state to assure a certain degree of skill and learning as determined by the licensing board or official under standards fixed by the legislative body.¹³⁵ Therefore, such a requirement is not in violation of the constitutional safeguard that no person shall be deprived of life, liberty, or property without due process of law.¹³⁶ Thus, a building code may provide that no building plans may be submitted for approval unless a licensed architect or engineer first certifies that they are in conformity with building regulations.¹³⁷

As a general rule it may be said that as far as the preparation of plans is concerned an architect acts as an independent contractor¹³⁸ and his relationship with his employer is characterized as one of trust and confidence. By his contract, the architect implies that he possesses the necessary competence and ability, including taste, to enable him to furnish plans and specifications prepared with a reasonable degree of technical skill, and such as would produce, if followed and adhered to, a building of the kind called for, without marked defects in character, strength, or appearance.¹³⁹ This skill and ability which he is bound to exercise are such as are ordinarily required of architects, which is a higher degree than that required of unskilled persons. In testing the architect's competence, however, consideration should be given only to the knowledge that was available to his profession at the time he was employed. The architect's undertaking, in the absence of a special agreement, does not imply or guarantee a perfect plan or a satisfactory result.¹⁴⁰

An architect who undertakes to draft plans and specifications for a building and also to act in the capacity of contractor in its construction cannot after he has executed his contract as an architect successfully contend that, his employment having changed to that of a builder, he is no longer responsible for the results of a defective plan.¹⁴¹

Where defects of construction or unauthorized departures from the plans and specifications may be laid to the architect's lack of skill in the preparation of plans or negligence in supervision, there are two rules as to the measure of damages which have been applied, generally depending on the character of the defect. One rule is that the damages are measured

¹³⁵ *Am. Jur. Architects* § 3 (1936).

¹³⁶ *People ex rel. Loist v. Lower*, 251 Ill. 527, 96 N.E. 346 (1911).

¹³⁷ *New York City, N.Y., Admin. Code* § C 26-169.0.

¹³⁸ *Looker v. Gulf Coast Fair*, 203 Ala. 42, 81 So. 832 (1919).

¹³⁹ *Trunk & Gordon v. Clark*, 163 Iowa 620, 145 N.W. 277 (1914); *Simpson Bros. Corp. v. Merrimac Chemical Co.*, 248 Mass. 346, 142 N.E. 922 (1924); *White v. Pally*, 119 Ore. 97, 247 Pac. 316 (1926); *Shipman v. State*, 43 Wis. 381 (1877).

¹⁴⁰ *Bayshore Development Co. v. Bondfolly*, 75 Fla. 455, 78 So. 507 (1918); *Chapel v. Clark*, 117 Mich. 688, 76 N.W. 62 (1898); *Loneragan v. San Antonio Loan & Trust Co.*, 106 S.W. 876 (Tex., 1908), overruling 101 Tex. 68, 104 S.W. 1061 (1907).

¹⁴¹ *Louisiana Molasses Co. v. LeSassier*, 52 La. Ann. 2070, 28 So. 217 (1900); *Lincoln Stone & Supply Co. v. Ludwig*, 94 Neb. 722, 144 N.W. 782 (1913).

by the cost of remedying the defect.¹⁴² The other rule is that the damages are measured by the differences between the value of the building as designed and built and the value it would have had if it had been properly designed and constructed.¹⁴³

c. Building Contractors

The issue of the right of recovery by a building contractor who failed to comply literally with the specifications of building codes has brought about a split of authority in the courts. The cases are generally agreed that a contract, whether it be a building contract or not, which upon execution will by the thing which it intends to create breach a positive law is void and unenforceable.¹⁴⁴ However, as in the case of any general rule of law, a court may make an exception and deviate from the general rule after hearing the facts of the case. A court may grant relief to a party to an agreement calling for construction violative of a building code. Enforcement is effected not designedly to favor the building contractor but rather not to deny protection to the party who was more culpable in attempting to carry out the illegal purpose. Therefore, when a contractor expends his labor in erecting or constructing contrary to building code specifications or any other municipal ordinance¹⁴⁵ or fails to secure a required permit from the municipality permitting him to perform the work¹⁴⁶ or fails to submit plans which are required before the work is started¹⁴⁷ or otherwise violates the code¹⁴⁸ he must present his case to the court and let the facts speak for themselves.

In regard to the purpose of the building code or ordinance, the courts have entertained two views. One is that legislation which sets forth rules and regulations serving mainly to regulate the trade or business which is covered by it and to impose a penalty for its violation will not make the contract relating thereto illegal and unenforceable.¹⁴⁹ The second view, which is more generally applied, is that no cause of action lies for an illegal act. This view is usually followed in the absence of facts which would compel a different ruling.¹⁵⁰

The courts will always look to the language of the statute, the intent of the legislature at the time of its enactment,¹⁵¹ the subject matter, and the wrongful act which it seeks to prevent, as tests of whether a violative contract is legal or illegal.¹⁵² In this respect there is no difference between statutes and ordinances.

¹⁴² *Foeller v. Heintz*, 137 Wis. 169, 118 N.W. 543 (1908).

¹⁴³ *Bayshore Development Co. v. Bondfoly*, *supra* note 140.

¹⁴⁴ *Bloom v. Richards*, 2 Ohio St. 387 (1853).

¹⁴⁵ *Michael v. Bacon*, 49 Mo. 474 (1872).

¹⁴⁶ *Foz v. Rogers*, 171 Mass. 546, 50 N.E. 1041 (1898).

¹⁴⁷ *Ordway v. Newburyport*, 230 Mass. 306, 119 N.E. 863 (1918); *Palefsky v. Connor*, 270 Mass. 410, 170 N.E. 410 (1930).

¹⁴⁸ *Wolpa et al. v. Hombly*, 20 Ohio App. 236, 153 N.E. 135 (1923); *Gagnor v. Ainsworth*, 283 Mass. 488, 186 N.E. 498 (1933).

¹⁴⁹ *Adams Express Co. v. Dorden*, 286 Fed. 61, *Aff'd* 265 U.S. 265, 1010 (1924); *Warren People's Market Co. v. Cordett & Sons*, 114 Ohio St. 126, 151 N.E. 51 (1926).

¹⁵⁰ *Miller v. Ammon*, 145 U.S. 421 (1892).

¹⁵¹ *Fisher-Leimann Const. Co. v. Haase*, 64 Ohio App. 473, 29 N.E.2d 46 (1940).

¹⁵² *Mann v. Mann*, 176 N.C. 353, 97 S.E. 175 (1917).

The role of the parties in avoiding building contracts is another important factor to be considered in determining their rights. The courts have shown a strong tendency toward applying, even in borderline cases, the strict rule that parties equally guilty in perpetrating an unlawful act will be left in the same position in which they placed themselves and the court will not lend its aid in enforcing the illegal contract. But where a statute imposes a penalty upon one of them and not upon the other, the parties to the transaction are not to be regarded as equally guilty.¹⁵³

Guilty knowledge of the illegal purpose of the work to be performed by the building contractor has for the most part precluded recovery for his work¹⁵⁴ but because of the diversity of fact situations the contractor has sometimes been allowed recovery.¹⁵⁵

It has been generally held that where the contract's illegal purpose has not been affected and the builder becomes aware of the illegal nature of the work to be done and makes a timely repudiation of the contract, he may reclaim the value of the labor performed and the value of the materials furnished and the owner can neither recover damages in the event he chooses to bring a cross petition nor defeat the contractor's claim by alleging that the builder has breached his contract. Almost unanimously the courts have applied the strict rule as to illegal contracts when the contracts have been fully executed. The strict rule is that parties to an unlawful contract can never deserve, nor be granted relief, if the contract is wholly executed. In refusing to award relief to a party to an illegal contract, the court does not look beyond the point at which the unlawful act was consummated.¹⁵⁶ So where a builder has not yet performed the illegal work he may make a timely rescission and recover quantum meruit, but if the agreement is executed the court will not rescind it nor grant relief either to the builder for his services or to the owner to enforce the contract.

Cases regarding the lack of a building permit in connection with a building contract and its effect on the enforceability of the contract do not conclusively show that in other fact situations the building contract may not be held to be unenforceable nonetheless. Thus, where an ordinance requires that a permit for building must be obtained, an agreement between the builder and owner to construct without obtaining such permit is unlawful and cannot form the basis of a civil action. Also, the absence of a permit may be used as the basis for illegality if it is first decided that the permit is part of the consideration. In order for the contract to be illegal the object must be illegal.¹⁵⁷

With respect to the question of whether the building contract is legal or illegal, recognition of the distinction between the terms *malum in se* and *malum prohibition* is required. Acts *mala in se* are felonies or breaches of public duties, injuries to person or property, outrages against

¹⁵³ *Thomas v. Owens*, 206 Okla. 50, 241 P.2d 1114 (1952).

¹⁵⁴ *Spurgeon v. McElwain*, 6 Ohio 442 (1834).

¹⁵⁵ *Thomas v. Owens*, *supra* note 153.

¹⁵⁶ Cases cited in 13 *C. J. Contracts* § 440 n. 21 (1917).

¹⁵⁷ *Smith v. Luning Co.*, 111 Cal. 308, 43 Pac. 967 (1896).

public decency or good morals, and breaches of official duty, when done willfully or corruptly. Acts mala prohibita are acts forbidden by statute, but not otherwise wrong.¹⁵⁸ A misdemeanor of the second class, penal by statute, is malum prohibitum.¹⁵⁹ The issuance of a building permit is mainly to protect the welfare of the public as stated in the purpose clause of the Model Building Code, and therefore some courts have construed any violation of the code as an act which is malum in se. The authority of a municipality in the exercise of its police power to enact and enforce ordinances of this nature, which provide for and secure the safety and welfare of the people, is no longer open to question. Such regulations are in no wise an invasion of property rights for no one has a right to use his property in a manner that unreasonably and unnecessarily endangers the lives of others; hence, in the interest of public welfare a property owner must submit to a reasonable regulation and limitation of the use of his property.¹⁶⁰

In instances where contracts will not be enforced due to illegality, it has been held both under federal and state authorities that where parties, charged with knowledge of the law, undertake to enter a contract in violation thereof, they will be left in the position which they put themselves.¹⁶¹ Under a city building code making it unlawful to alter a building without a permit and providing a penalty for each offense, the failure to obtain the permit makes the building contract unenforceable and the fine provided is an additional penalty for failure to comply.¹⁶²

In regard to acts classified as mala prohibita, if the contract as made could have been performed in a legal manner the courts will not declare it void and unenforceable because it may have been performed in an unlawful manner.¹⁶³ When a person enters into a contract to have brick veneer placed upon his residence in an improper manner so that the completed work is not satisfactory and violates the building code provisions, he cannot set up such improper method of applying the brick veneer as a defense to an action for labor, work and materials furnished in accordance with the contract. A contract to brick veneer a building contrary to the provisions of a city building code is not illegal, void and unenforceable when the contract has been substantially performed by one party and there is no ordinance making such a contract itself unlawful.¹⁶⁴

Contracts made in violation of statute, if not malum in se, are generally held valid notwithstanding the infraction of law whenever it becomes necessary to save from injury persons for whose protection the violated statutes were enacted or whenever the public interest requires that such contracts be enforced.¹⁶⁵

¹⁵⁸ *Commonwealth v. Adams*, 114 Mass. 323 (1873).

¹⁵⁹ *Cleveland, Ohio, Building Code* ch. 979, div. B, § 979-1.

¹⁶⁰ *State ex. rel. Euclid-Doon Building Co. v. Cunningham*, 97 Ohio St. 130, 119 N.E. 361 (1918).

¹⁶¹ *Perma Stone Corporation v. Merkel*, 255 Wis. 565, 39 N.E.2d 730 (1949).

¹⁶² *Litwin v. Pioneer Trust & Savings Bank*, 347 Ill. App. 75, 105 N.E.2d 807 (1952).

¹⁶³ *Comeau v. Mann*, 244 S.W.2d 274 (Tex., 1951).

¹⁶⁴ *Fisher-Liemann Construction Co. v. Haase*, 64 Ohio App. 473, 29 N.E.2d 46 (1940).

¹⁶⁵ See annotation 12 L.R.A. (n.s.) 578 (1908) (especially § 10).

THE MISSION OF THE PROFESSION OF ARCHITECTURE

By Philip Will, Jr., F.A.I.A.

President, The American Institute of Architects

...ld that the architectural profession should assume responsibility for nothing
... than the nation's MAN-MADE ENVIRONMENT, including the use of land,
... er and air, AN ENVIRONMENT IN HARMONY WITH THE ASPIRATIONS OF

... what aspect of the nation's wel-
... should the architectural profes-
... be responsible? For what are we
... (ould we be) educated and train-
... for the design of buildings?
... cosmetics applied to the work of
... eers? Or is there a more compre-
... ve mission to which we may
... ? I hold that there is.

... d is debauched, or streams pol-
... our air a nauseous mix of soot,
... and the lethal gas of industry;
... cities are exploited jungles of
... er and corrupting ugliness; and,
... e is little safety and no amen-
... whom can the public look for
... or guidance, for vision? To the
... ? The developer? The politi-

The answer must be: the architect.
In one form or another, the solutions
to all of these problems lie in the
province of design, which is the spe-
cial province of the architect.

By common consent a free society
looks to each profession to assume
responsibility for that aspect of public
welfare for which it is qualified by
education and training. The success-
ful discharge by a profession of its
responsibilities, both individual and
collective, brings great rewards in
recognition of leadership, in gains
both social and economic, and in
freedom of action. All gain. The fail-
ure of a profession to discharge its
responsibility is not long tolerated
by a dissatisfied public - and a dis-

satisfied public appeals to government. Thus, for example, if the public feels its medical needs are not adequately met, the medical profession loses status, freedom, and independence. Doctors become employees of the State. Patients are assigned and the fees are fixed, with far-reaching consequences to this nation's fundamental philosophies. The point is self-evident that solutions must be found for voids in professional service.

So here is the demand, the challenge. Never before in history has America so needed the design professions. Never before has the opportunity for leadership by the architectural profession been so overwhelming and self-evident.

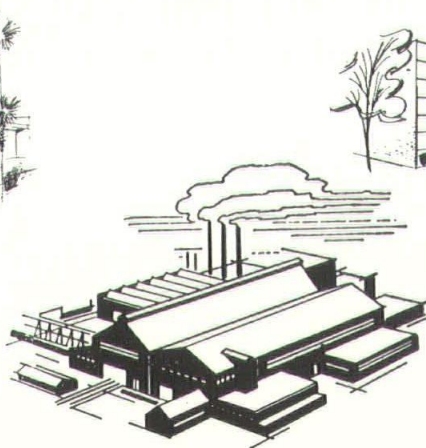
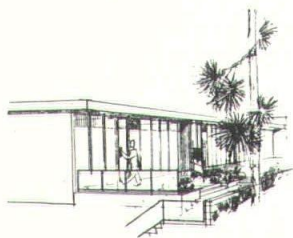
We are at a crossroads.

To say that the architectural professions is now totally prepared to meet the challenge would be self-deluding. Some individuals recognize the need; a small number are qualified to perform; an even lesser few are willing to act. In reacting to the magnitude of the task, we therefore have much to

do and far to go. The longest journey, however, begins with a single step. That first step will have been taken if we can but agree on a definition of our professional mission. The services to be rendered, the skills, education and training required, the necessary organization and methods of practice all will follow as further steps on the way.

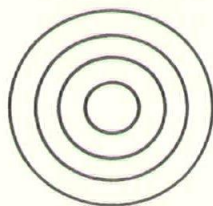
The challenge of society's need faces us now — today. The hands of the clock spin with alarming speed. Will we understand and act in time to save the nation from environmental debauchery? Such is unlikely without vision and leadership of an aroused and dedicated profession of architecture.

This statement of the architectural mission in today's society is reproduced from ARCHITECTURAL FORUM for March, 1961. The Inland Steel Products Company has published President Will's statement in attractive form, suitable for framing. Copies may be obtained by writing to Inland Steel, P.O. Box 393, Milwaukee, Wisconsin.



FUN WITH COLOR

By Dan Smith, Director
Interchemical Corporation Color Center



If you are average, you can distinguish at least 340,000 different colors. Some scientists place the figure much higher. But color perception or our ability to recognize colors, is influenced by many factors.

With a pair of scissors, and a few pieces of colored construction paper, you can graphically demonstrate to yourself and your friends several phenomena which influence our color perception and which you may never have noticed before. These phenomena will amaze you and, demonstrated to your friends, will amaze them and have the hailing you as a Houdini of the color spectrum.

To understand why these phenomena take place, a few words of explanation are necessary about color theory. To begin with, light from the sun or your reading lamp, is basically white. It's white because it contains the three basic and primary colors of light — red, green, and blue. Mix these colors in any combination of two and you will get either yellow, cyan (blue-green) or magenta (purple). That is, red and green produce yellow; green and blue produce cyan and blue and red produce magenta. These are secondary colors. Mix all the primaries together and you will get white or a dirty grey depending upon the brightness of the primaries used.

To demonstrate this theory let's try a few experiments. First take a piece of yellow paper and hold it in a beam of red light. (A red light bulb will do or a flashlight covered with red cellophane.) The paper appears red. Naturally, you say. Now place it in a beam of blue light and it appears black, not blue. If it appeared green in a green light and red in a red light, why not blue in the blue light? Here's the reason. Remember, yellow is the combination of red and green light. A piece of yellow paper has chemicals which absorb blue light. When we place it in a green light only, there is only green light to be reflected. In the red light there is only red light to be reflected. However, when the paper is placed in the blue light and since the paper absorbs blue light, it reflects no light and appears black.

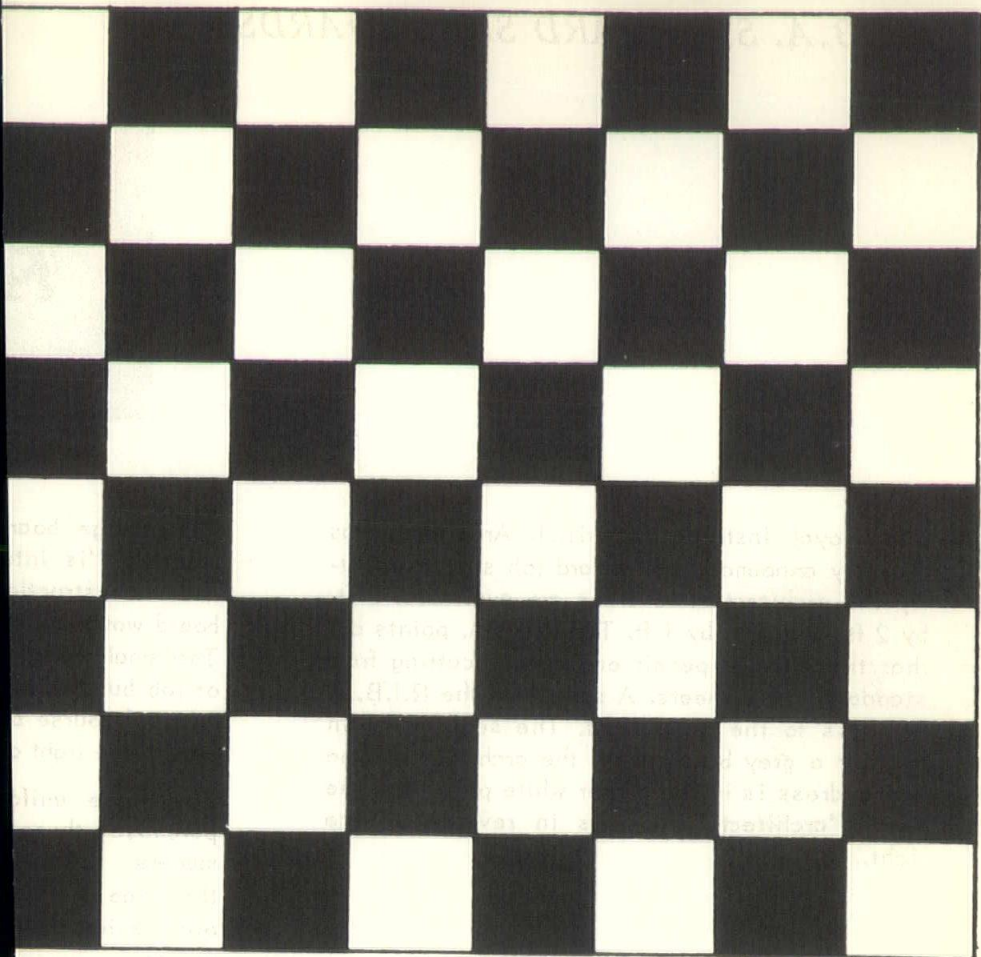
This is one of the reasons why, when we are choosing a colored paint for a wall, for example, we must be certain we are viewing the sample of paint in white light, so that all the colors that the sample is capable of reflecting will be seen. (Remember, white light is the presence of all colors.)

In other words, a good viewing light would be daylight on a sunny day. Incandescent light tends to be a little reddish; some fluorescent light tends to be a little blueish and light from open shade tends to be very blueish. Generally the only light that has nearly equal amounts of all colors is direct daylight on a sunny day. The other light sources have more of one color than the others.

At least we should be certain to judge the sample of paint in that light by which the room will be illuminated most of the time. If the room, for example, is to be illuminated by fluorescent light, judge the sample by fluorescent light. A light green wall may appear quite different in fluorescent light as compared to incandescent light. Such differences have been made quite apparent by scientists at the Color Center of Interchemical Corporation. At the Color Center, an elaborate lighting system has been set up which can simulate any color or kind of light such as daylight, incandescent light, north light and so on. Dramatic changes in the apparent color of paints and fabrics are illustrated to customers when illuminated by these various kinds of light which, although they appear to be white to the eye, in reality are not.

Now, here's another experiment. Cut out a green circle and place it on a black piece of paper. Stare at it for about thirty seconds. Now, transfer your gaze to a white piece of paper. What's the color? It should be magenta. Why does this happen? Here are the mechanics.

(Continued on Page 23)



With prolonged staring at this checkerboard pattern, the white squares will soon fatigue all three color receptors in the eye so that the squares will tend to appear grey except at the edges adjacent to the black squares which are not fatiguing. This effect is first cousin to the simultaneous color contrast effect.

R.I.B.A. STANDARD SIGN BOARDS

The Royal Institute of British Architects has recently announced a standard job sign to identify the architect. Two sizes are available, 8 ft. by 2 ft. and 4 ft. by 1 ft. The R.I.B.A. points out that these sizes permit economical cutting from standard 4 x 8 sheets. A sample of the R.I.B.A. board is to the upper right. The seal is shown against a grey background, the architect's name and address is in the center white panel and the word "architects" appears in reverse on the right.

"The large board
Journal, "is intended
under construction
board would be in
The small board
of job but the design
must of course be
bers in the light of

To insure uniformity
purchase these
makers. R.I.B.A.
this type of sign
own design they
or seal.



JONES, SMITH & D

KANSAS CITY

Crow, Gilmore & Smith Architects

7 Clifton Villas Bradford 8

ing to the R.I.B.A.
display on buildings
the use of the small
or difficult to read.
for the smaller type
to which board to use
the discretion of mem-
ular circumstances."

ish architects must
om designated sign
do not have to use
use boards of their
the R.I.B.A. badge,

For comparison, we've adapted the British sign for use by A.I.A. members. The prototype appears in the lower left corner of this spread. There has been some interest in past years in developing a uniform Kansas City Chapter sign for use by all members. The last such effort was several years ago, with an intra-chapter competition to select a basic design. A standard identifying sign has some merit, perhaps, and if you have any comment about it let us hear from you.

Architects

THE SPECIFICATION NOTE BOOK

J. R. (Russ) Birchfield, Sr., AIA

Chairman, ASO Committee on Specifications

How do you make certain that everything is covered in your specs? To say that every office should have a definite system to accomplish this is perhaps trite, but it is also true, so true that it is an understatement. You must have it, or prepare to meet trouble.

Vulnerability to omissions is a characteristic common to all offices—from the one-man office to the largest. Such troubles stem mostly from (1) faulty memories, (2) faulty communications or (3) both.

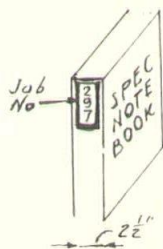
The one-man office probably represents the minimum-hazard situation as he both draws and specifies but because the danger can stem from faulty memory alone he must be as deeply concerned with preventing omissions as the large offices are.

Though many devices and schemes have been invented to correct this situation, up to and including extremely elaborate check lists, we believe that the simplest, least cumbersome and most trouble-free system we have ever used is what we call a "Specification Notebook System".

WHAT IS A SPECIFICATION NOTE BOOK?

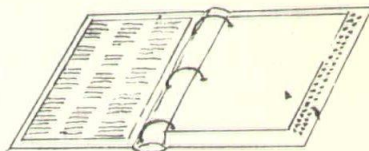
Our "Spec. Note Books" are loose-leaf note books divided into the same parts (divisions, sections—or whatever terminology you care to use) used in compiling our specs. It provides an orderly notation system for receiving and storing, in a quickly and easily accessible manner, *reminder notes* pertaining to the writing of the specs for the job to which it pertains. *A separate book is set up for each project.* It is as follows:

1. (See Sketch #1)
A standard 3-ring binder, $2\frac{1}{2}$ " thick, for $8\frac{1}{2}$ " x 11" stock, with provision for inserting and changing the job number. This is to provide for its continued re-use (with nice fresh white blank pages inserted therein) for each job.



SKETCH # 1.

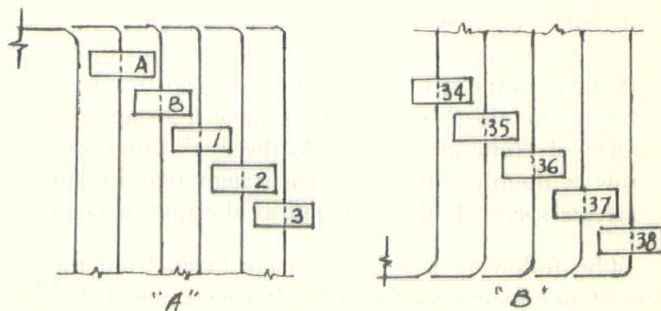
*Schedule of
Check List Items*



*Separators with double
row of index tabs.*

SKETCH # 2

2. (See Sketch #2)
 - a. Immediately inside the front cover we fasten a copy of "Std. Spec. Sequence developed by the Joint Co-operative Committee of Greater Cleveland". (This should be changed by the user to conform to his own spec. breakdown) This serves as the index for the correct place to enter all notations therein.
 - b. The main body of the note book consists of indexed dividers separating the book into 40 sections A, B and 1 thru 38 (see also Sketch #3). Within each section one, or more, sheets of paper are inserted for making notes. The index tabs are placed in a double row.



SKETCH # 3

- c. Each of the "note" pages has the job number and section number at the top of the page so they may be restored to their proper place if removed from the note book for any reason.
3. Sections A, B, 37 and 38 have no fixed designation and their use is changed from job to job to suit the specific needs of the situation. Mostly we use them as follows:
 - a. Sec. "A" is generally used to note items of modifications of and supplements to general conditions and for special conditions.
 - b. Sec. "B" is generally used for "General" items pertaining mostly to Architectural Trades work such as temporary buildings, telephones, grades and levels, sanitary facilities, superintendence, progress photographs, cleaning and watchmen.
 - c. Sec. 37 is generally used to insert notes on special equipment and furnishings such as Kitchen Equipment, prison equipment, pneumatic tube system, school furniture, X-ray, etc.
 - d. Sec. 38 is generally used for noting items pertaining to base bid, alternates and unit prices.
 - e. If needed—more sections are added.
4. Sections 1 to 36 inclusive are used *solely* for noting items pertaining to the *same* 36 divisions all the time. In our case they start with 1—Preparation of Site, 2—Excavation, Filling & Grading, 3—Site Improvement, thru to 33—Plumbing, 34—Heating, Ventilating & Cooling, 35—Electrical Work and 36—Equipment.
5. A "spec. note book" is set up for each project as soon as we start on the working drawings. At this time everything pertaining to specs, that is known to date, is entered into this book under the proper headings in the form of "reminder notes". As the work progresses (and this is doubly important) each item that in any way affects specs, shall be entered at the time it comes up.

The following is a typical page taken from the note book of one of our smaller jobs. It covers Job #297, Section 11 covering "Architectural Metal Work".

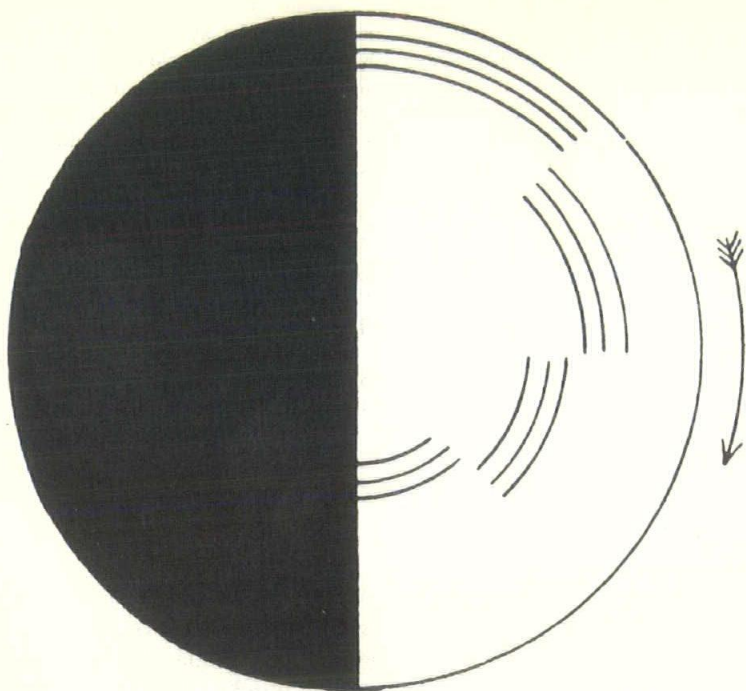
1. Porcelain enamel steel facias at all eaves of building.
2. Alcoa-Type FF gravel stop—Section 79592 with two 3" fascia extensions on front entrance canopy.
3. Rear entrance canopy Alum fascia Type F. Section 39259.
4. Front entrance doors and frames—1¾" alum. tubelite—with cylinder lock—"Twindow" glass.
5. Rear entrance door—1¾" alum. tubelite—"Twindow".
6. 36" x 48" x 3" Alum. frame bulletin board in lobby.
7. Alcoa ⅛ x ½ rectangular, black anodized edging for panelling in Board Room and Managers Office.
8. Alcoa Sec. 1943 for dividers strips in Board Room.
9. Alum. handrail on stairs #1. Julius Blum #427 with solid posts and #425 fascia flanges—#312 post brackets.
10. Anodize all front entrances alum.
11. Include \$550.00 allowance for letters shown on wall at front entrance.

Before we go farther, let us review a little bit. This "Spec. Note Book" is *not* an outline spec. It is *not* a guide or suggested arrangement or format for your specs. Its purpose is singularly single-minded. It is to get noted therein each and every *reminder note* necessary to make sure that nothing is omitted from the specs. It need do nothing else—but it must have enough "reminders" to prevent any "omissions".

When the spec writer starts he can arrange his specs in any format and split the work into as many contracts as he desires. This "Spec. Note Book" gives him the information he needs to insure complete coverage.

It is not necessary, or intended, that the notes in any one section follow any particular sequence or pattern. (The spec writer will be so grateful to find these comprehensive notes that he will be glad to provide the format.) The only important thing is to get the notes in the book. Enter each item as soon as it is revealed as necessary.

It is desirable, but not necessary, to get the notes in the correct section. Finding some item misplaced may be an inconvenience but it is far better than not finding it all. A reminder note on anything, anywhere will keep it from being forgotten.



Cut this wheel out, mount it on a piece of cardboard, punch a hole in the middle and spin it on the end of a pencil, clockwise. Red lines will follow the inner arcs and green and blue lines will follow the outer arcs. This device lends evidence to the fact that there may indeed be, separate responses for the three primary colors of light and that these responses have varying degrees of fatigue and recovery from that fatigue.

Theoretically, inside the retina of your eye are three sets of responders, each set sensitive to each of one of the three primary colors -- red, green and blue. With prolonged staring at the green, the green responders become fatigued so that when you transferred your eye to the white paper, which is reflecting all three colors, only the red and blue receptors were working efficiently. Therefore, you saw magenta, the combination of red and blue. Simple, isn't it? This phenomenon is called successive color contrast. This is theory but all evidence available seems to support it.

Let's try the same experiment over again but this time, instead of of transferring your gaze to white paper, let's try a piece of yellow paper. What color do you see, red? It's red because again, the green receptors are tired out. Since yellow is green and red light combined, it reflects no blue so that the only color left to see is red, not the combination of red and blue, magenta.

This phenomenon can also be demonstrated by cutting out a circle of black paper and placing it on any piece of colored paper. Again, gaze at it for about thirty seconds or more then remove the black circle. Lo and behold, the space formerly covered by the circle is brilliant in color compared to the rest of the paper but it is still the same color and the same mechanism lies behind this phenomenon. The receptors again tired of the color around the black spot but did not tire of the black since black reflects no color. When the black spot was removed, all the receptors were active in that area of the eye so that no matter the color, you saw it fully and completely.

A related phenomenon can be demonstrated by cutting out four figures, (triangles will do) from light blue paper, all of equal size and shape. Place each triangle on each of squares of white, black, chartreuse and lavender paper of equal size. You know that the four blue triangles are the same but they certainly don't appear to be. This is called simultaneous color contrast. If seen isolated from their backgrounds, the triangles would appear the same, as indeed they are. This effect takes place because the same effect demonstrated in the previous experiments now takes place simultaneously instead of successively.

This effect has practical considerations. If for example, you were to use aqua colored paint as a trim in a yellow bathroom, the overall preponderance of the yellow light would fatigue the red and green receptors of your eye. Since aqua paint would be reflecting both green and blue light (aqua is close to cyan) and since the green receptors are tired, the aqua paint would probably appear to be blue, not aqua.

All these experiments, however, indicate that in problems of design, be it drawing or interior decorating, the architect must take these effects into consideration in judging color schemes, since there are so many colors and so many factors which affect our perception of colors.



addenda

- The CENTER LINE, publication of the Delaware Chapter, AIA, recently had some nice things to say about four AIA Chapter publications, including SKYLINES. Editor E. E. Waymon says "SKYLINES (is a) booklet of pertinent articles, clever cartoons, many pictures and most imaginative covers."

- The above reminds us that we neglected to credit John See for the flowery May SKYLINES cover. John is also responsible for the design of the optical illusion type cover of this issue.

- The May, 1961 AIA JOURNAL carried a reprint of a SKYLINES story of October, 1959, on the Bonner Springs, Kansas, master plan. Developed by Morely & Geraughty, C. Ross Anderson, associate, the Bonner Springs plan won the 1960 Producers' Council profession of architecture award.

- You may have heard this one, but the San Joaquin Chapter included it recently in their newsletter and we kind of liked it: Artist Pablo Picasso surprised a burglar in his chateau and while the thief was running away, Picasso got a good look at him and thus could give the police a sketch of what he looked like. On the basis of the drawing, the police arrested a Mother Superior, the Minister of Finance, an old style washing machine, and the Eiffel Tower.

- After we carried the story on the K.U. Student AIA Chapter (SKYLINES, April, 1961), we asked Miss Suzy Howell, student chapter president and editor of the chapter newsletter to provide a little more information about herself. It seemed only appropriate to feature a young woman in this predominantly male profession; especially one as active in extra-curricular affairs as Miss Howell.

Accordingly, she wrote: "I am from Clinton, Missouri, and came to Kansas University to study architecture at the suggestion of an older brother who felt a woman needed to be prepared for a profession just as surely as a man does. My interest in interior decorating as a possible career led him to suggest architecture as a deeper field of study.

"How fortunate for me he came along when he did to guide me. I am not completely enthralled and am only frustrated that I can't get into any architecture deeply enough.

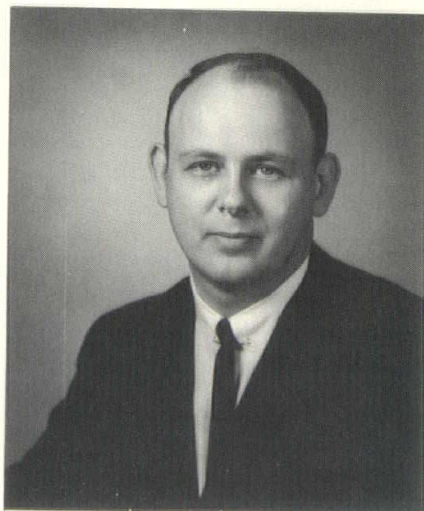
"While working for Schwarz & Sammons Architects, of Sedalia, Missouri, last summer I gained a real insight into the responsibilities and opportunities of the architect of today. This coming summer I plan to work in the Historic Buildings Division of the National Park Service, to see what sort of perspective I might get from the

(Continued on Page 2)



This is Carthage Marble in Kansas City, our branch plant located south of Southwest Boulevard at 3030 Wyoming, Kansas City, Mo. For those in the Kansas City area, an easy phone call to VAlentine 1-4928 will command the same complete and integrated marble service offered from our main plants and quarries at Carthage, Missouri.

Many of you already know Richard Logsdon, right, manager of our K. C. branch since last September. Dick has a thorough knowledge of stone and marble that goes back in his family for three generations. He began his own career with Carthage Marble 14 years ago as an apprentice marble setter. He went on to become an expert marble setter, then our sales representative in Dallas. In 1957 he took charge of all our marble setting, doubling as sales representative at large. We believe that architects, builders, and interior designers in the Kansas City area will respect and appreciate his long experience, his familiarity with construction techniques, and his thoroughgoing knowledge of the material.



CARTHAGE MARBLE



WE SERVE YOU . . . THE ARCHITECT

Distributors and jobbers of furniture for business,
industry and home.

Planners and designers . . . Consult us on Your next project.



C. S. S. By Herman Miller, Inc.

Gill Miller, John B. Miller, Margaret Brown,

Associates in MODERN CENTER • Phone WE 1-9429

modern center 1 Block West 42nd & Broadway

"Since I've been in school I've been on the honor roll each semester and am participating in the Honors Program of the School of Engineering and Architecture. I am advertising manager for the Kansas Engineer, student magazine, editor of our departmental newsletter, and president of the student A.I.A. Chapter.



MISS SUZY HOWELL

"I am not at all settled as to what I want to do when I graduate from school. There are too many phases of this vast field that I want to explore before I commit myself."

It appears that John Daw will be going to Washington fairly often, but on Navy rather than AIA business. John, a lieutenant in the Navy reserve, has been named to the Civil Engineer corps - Seebee Reserve Review board. The board is the policy making group

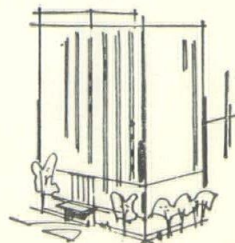
of the Navy's civil engineering corps. The KANSAS CITY KANSAN noted that he is the first junior grade officer to be appointed to the board.

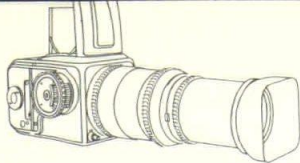
From the K.C. Chapter of the Construction Specifications Institute comes word that first prize in the sanitary engineering division of the national specifications competition was won by Ralph Mitchell. Ralph, with Burns & McDonnell Engineering Co., is the new president of the CSI Chapter here. His entry was a contract for a water purification plant for Otumwa, Iowa.

"During the first 6000 years of the world, from the immemorial pagoda of Hindustan to the Cathedral of Cologne, architecture was the great handwriting of the human race . . . The human race has had no important idea that was not written in stone." -

Victor Hugo:

New officers of the Kansas City Chapter of the Producers' Council, for 1961-62, are Tim Roudebush (Owens-Corning Fiberglas Corp.), president; John Berg (Inland Steel Products Co.), first vice-president; John LaVelle (Armstrong Cork Co.), secretary; Cliff McCormick (E. F. Hauserman Co.), treasurer and Ted Peifer (Zonolite Co.), second vice-president. Bob Koob (Kentile, Inc.) is the incoming AIA-PC representative. The August SKYLINES will carry a story on the P.C. 1961 Profession of Architecture Award.



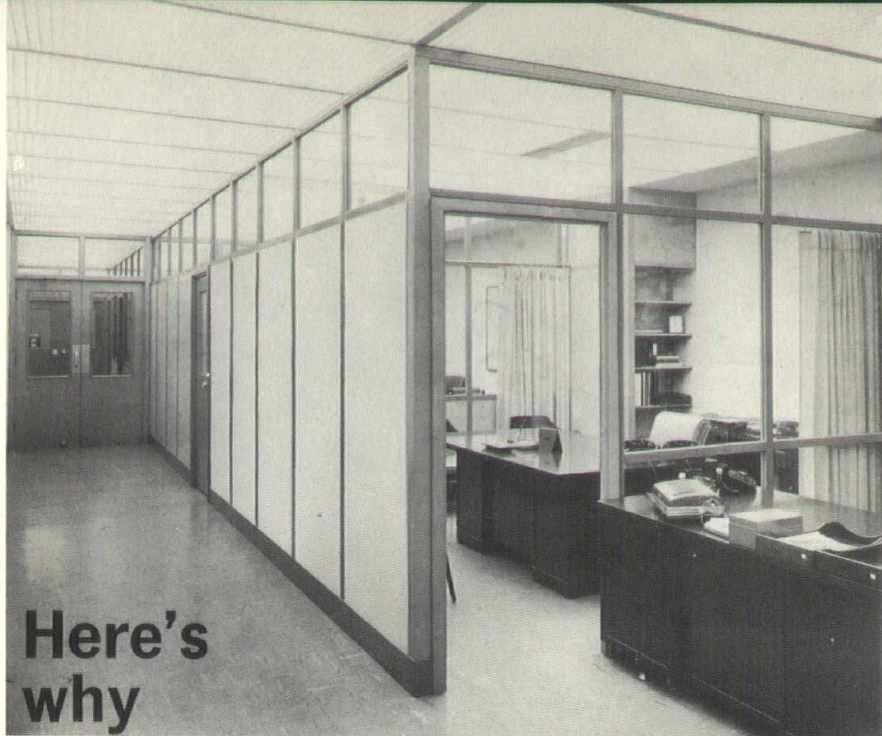


PICTURE PAGE



Above, left to right, are Angus McCallum, Henry H. Benjes, Loomis Phillips, Ray Voscamp and Frank H. Gage. These gentlemen were members of a Blue Ribbon panel on the new Kansas City, Mo., building code at the April Chapter meeting. John Hewitt and Melford Monsees, president of MPSE, co-chaired the joint AIA-MSPE meeting that drew an audience of almost 200. Below is a view of the Central States Region, AIA exhibit at the Mid-West Hospital convention, held in Kansas City the latter part of April. AIA members had displays of their hospital designs.





Here's
why

the move is to

Movawall

Movable Partitions

- **Mova-wall is *economical*!** Simplicity of design and fewer parts make Mova-wall partitions cost less than most methods of dividing space!
- **Mova-wall is *maneuverable*!** Standard size panels may be cut and shaped on the job to meet any space requirements thus saving time and permitting changes in design.
- **Mova-wall is *versatile*!** Any color or finish is available; or partitions may be painted after installation to harmonize with existing color schemes!
- **Mova-wall is *available*!** Your local distributor carries a complete stock, therefore changes or additions can be made during installation or after! Mova-wall is distributed in all principal cities.

WRITE NOW FOR FREE FULL-COLOR LITERATURE AND PRICES

Manufactured and distributed
nationally by

Hinges COMPANY, Inc.

ST. LOUIS 3, MO. KANSAS CITY 30, MO.
2814 Locust Street 3007 E. 85th St.
FRanklin 1-1776 EMerson 3-1385

WICHITA 2, KANSAS
125 North Mosley
AMherst 5-3186

THE SPECIFICATION NOTEBOOK

WHO DOES THIS?

The responsibility for seeing that *all* necessary information is entered into the "Spec. Note Book" rests with the person who is running the job through the drafting room, (In our case it's the job captain.) but we constantly stress that *anybody* who thinks of *anything* needing coverage in the spec. shall enter it in this book.

The original and still the primary purpose of the "Spec. Note Book" was to prevent omission of items from the specs. In almost eight (8) years of usage it has worked very well. The incidence of omission in our specs has been greatly reduced. A secondary and, to the spec writer, equally important benefit comes from having all items together when he starts his outline on each section of the specs. In short it has proved to be both a trouble-preventer and a time saver. If you are in any way dissatisfied with your present system—try this one.

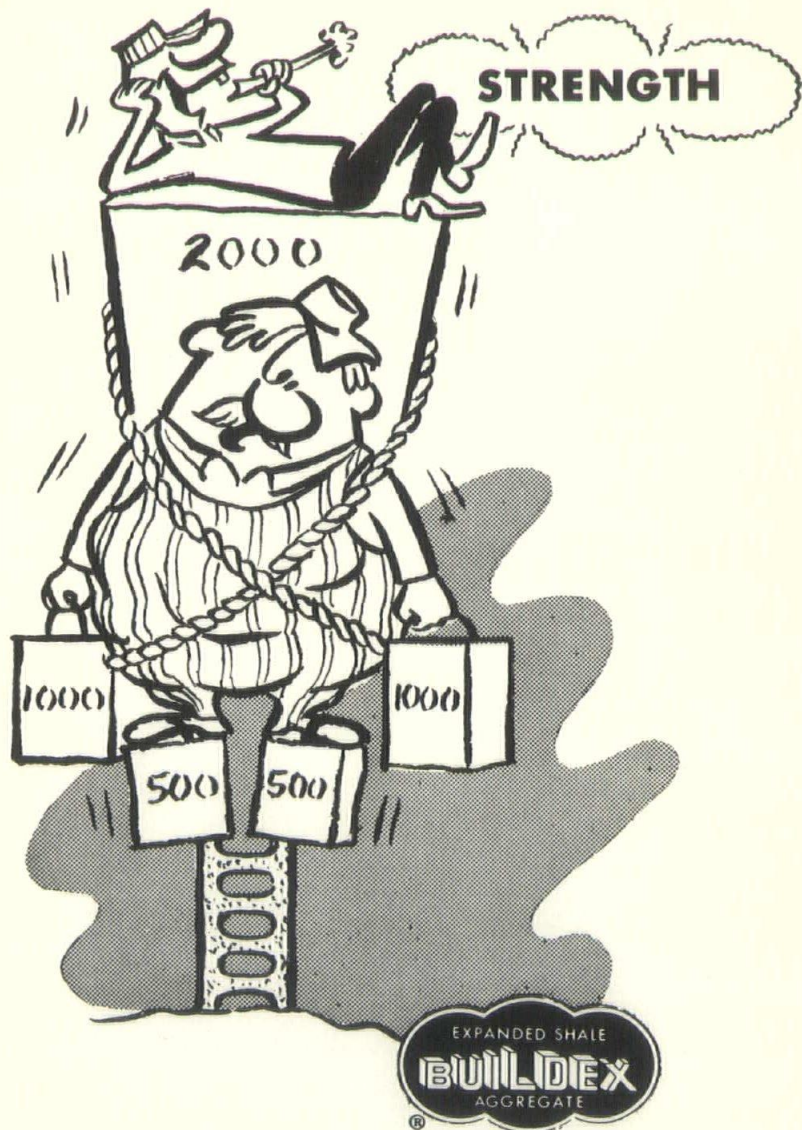
This material is reprinted from the Ohio Architect, official publication of the Architects Society of Ohio, AIA, May, 1961

NEW Products
NEW Processes
NEW Services
are invariably introduced
in Kansas City by . . .

WESTERN
BLUE PRINT CO

909 GRAND • KANSAS CITY, MO.
SOUTH SIDE PLANT 17 E. GREGORY

T E C H N I C A L
P H O T O G R A P H Y
VICTOR 2-7881



Prepared by BUILDDEX, INC.
Phone CHerry 2-2177, OTTAWA, KANSAS

THE VALUE OF PUBLIC RELATIONS

Arnold Bock, P.E. of St. Louis, made some cogent statements about the subject of professional public relations in a recent column in the St. Louis Construction Record. We quote, in part, from his article:

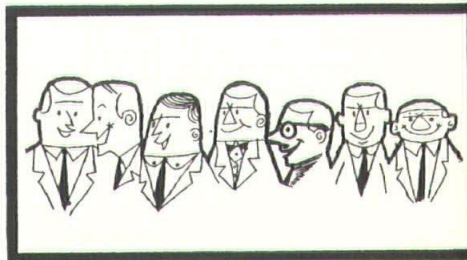
"One phase of public relations is to stimulate leadership in civic problems and public affairs. This would include corresponding and conferring with public officials on behalf of the profession in matters affecting the interest of the engineer. The welfare of the public must always be kept in mind. These public officials must have sound advice and counsel if they are to make sound laws.

"In a very recent bill before the Missouri Legislature the members of MSPE were requested to correspond with their representatives and senators regarding the bill which requires engineers to bid on engineering services for state projects. Strangely enough, the average legislator and the general public have only a vague conception of what constitutes an engineer's service. They know the value and duties of a lawyer's and a doctor's services.

"It is hoped that as many MSPE members as possible have corresponded with their legislator. Only by looking over their shoulders can we expect them to do their level best. Furthermore, if we do not give them the benefit of our professional thinking, other groups will make sure that they are heard.

"It would be wise for you to correspond with your legislator on matters in which the general public is involved. You may be sure your legislator will appreciate your comments. You would be surprised to learn that many bills are supported by legislators who know nothing about the bill in question. There have been many cases in which a legislator voted for a bill and later learned it was a foolish thing to do.

"I can only conclude by saying, 'Educate your legislator on matters which affect you and your profession and he will make sound laws.' "

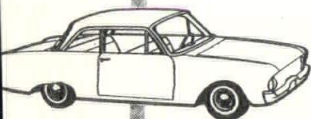


YOU OWE IT TO YOUR CLIENT...



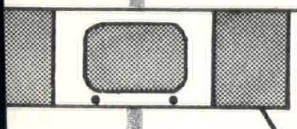
BY JULY 1964

(36 MONTHS FROM NOW)



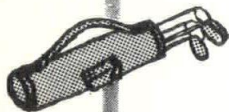
Their new car will have
depreciated as much as

\$4000



Their new TV will have
depreciated as much as

\$300



Their new set of golf clubs
will be worth as little as

\$10

BUT

The Zolatone Wall application on their job specified by you, and covered by our Three-year cost-free Maintenance Service Agreement, will be worth as much in 1964 as it is right now

FOR FURTHER PARTICULARS,



RONAI

Performance Materials, Inc.

Formerly Devoe of Kansas City, Inc.

200 S. W. Blvd.

Phone VI 2-5672



WOOD POST

SCULPTURED BY BLUMCRAFT IN HAND RUV
OIL FINISH • SEND FOR GENERAL CATALOG



Blumcraft

OF PITTSBURGH

COPYRIGHT 1961 BY BLUMCRAFT OF PITTSBURGH • 460 MELWOOD ST., PITTSBURGH 13, PENNSYLVANIA